



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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June 30, 2009

IN REPLY PLEASE

REFER TO FILE: C-1

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26

JUNE 30, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**COOPERATIVE AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT AND THE CENTRAL BASIN MUNICIPAL WATER DISTRICT
AND THE CITY OF PICO RIVER AND
AWARD A PUBLIC WORKS CONSTRUCTION CONTRACT WITH
SULLY-MILLER CONTRACTING COMPANY, INC., FOR
ENHANCEMENT OF GROUNDWATER RECHARGE FACILITIES
SAN GABRIEL RIVER COASTAL BASIN SPREADING GROUNDS
PUMP STATION AND PIPELINE
CITY OF PICO RIVERA
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a cooperative agreement with the Central Basin Municipal Water District and the City of Pico Rivera, and award a public works construction contract for San Gabriel River Coastal Basin Spreading Grounds Pump Station and Pipeline, and execute the contract with Sully-Miller Contracting Company, Inc., for the construction of a pump station and storm water transfer facilities to enhance groundwater recharge capabilities in the City of Pico Rivera.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a cooperative agreement with the Central Basin Municipal Water District and the City of Pico Rivera for the agencies to

provide a contribution of two-thirds of the construction costs, currently estimated to be \$400,000, for the construction of the recycled waterline as part of this project and a commitment to construct a future recycled watermain line.

2. Award and authorize the Chief Engineer of the Flood Control District or her designee to prepare the construction contract in the form previously approved by County Counsel, execute the contract, and establish the effective date following receipt of approved Faithful Performance and Labor and Material bonds filed by the contractor for Project ID No. FCC0001075 - San Gabriel River Coastal Basin Spreading Grounds Pump Station and Pipeline, to construct a pump station and storm water transfer facilities, City of Pico Rivera, to Sully Miller Contracting Company, Inc., in the amount of \$4,914,854.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to enter into a cooperative agreement with the Central Basin Municipal Water District and the City of Pico Rivera substantially similar in form and content to the attached agreement (Attachment A) and award this construction contract and authorize the Director of Public Works or her designee to execute the contract and establish the effective contract date following receipt of approved bonds and insurance filed by the contractor for this project.

Attachment B includes the project description, the call for bids and bid opening date, a tabulation of bids, and financial information. The certified record of receipt of bids and the original bid proposal are also attached including addenda to the contract specifications for this project.

The recommended construction contract is necessary to execute a Board-directed and approved Department of Public Works (Public Works) project in support of operational missions. Your Board of Supervisor's (Board) approval of the recommended contract award and the subsequent execution of the contract will ensure the timely completion of the project.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1) and Community and Municipal Services (Goal 3). The recommended actions will help fulfill these goals by providing improved facilities to replenish groundwater supplies, thereby

reducing dependence on imported water and providing County of Los Angeles (County) residents with a more economical and dependable source of water.

FISCAL IMPACT/FINANCING

The recommended contract amount of \$4,914,854 will have no impact to the County General Fund. The attachment includes the amount of the recommended contract as compared with the engineer's estimate and other bids received.

Funding for this project is included in the LACFCD Fund Budget for Fiscal Year 2008-09. An agreement approved by your Board on January 6, 2009, Agenda Item 28, authorized acceptance of reimbursement of 50 percent of the construction costs up to \$3,500,000 by the Water Replenishment District of Southern California. Upon your Board's approval of the attached cooperative agreement, two-thirds of the construction cost, currently estimated to be \$400,000 for the recycled irrigation line, will be reimbursed by the Central Basin Municipal Water District and the City of Pico Rivera.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The cooperative agreement will be in the form previously reviewed and approved by County Counsel. The recommended contract was solicited on an open competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

This contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The State Public Contract Code requires the County to award construction contracts to the lowest responsive and responsible bidder, which is defined as the firm that; (1) submits the bid with the lowest cost; (2) is deemed by the County to be responsive to specific criteria under the solicitation including, but not limited to, licensure, bonding, and insurance requirements; and (3) is determined by the County to be a responsible bidder by exhibiting the capability, capacity, experience, trustworthiness, and financial wherewithal to perform the work required under the bid solicitation.

To ensure the contract is awarded to the lowest responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor was considered before making this recommendation to award.

The plans and specifications include the contractual provisions, methods, and material requirements necessary for this project and are on file with Public Works.

ENVIRONMENTAL DOCUMENTATION

The Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this project were approved by your Board on January 6, 2009, Agenda Item 28.

CONTRACTING PROCESS

The contract was solicited on an open competitive basis in accordance with the provisions of the Public Contract Code.

The State Labor Code requires contractors to pay prevailing wage rates to all persons employed on public works construction contracts. These rates are determined by the Department of Industrial Relations and include contributions for fringe benefits such as vacations, pension funds, training, and health plans for each employee.

To further increase contractor awareness of contracting opportunities with Public Works, this project was listed on the County website for upcoming bids.

Public Works will review and approve the faithful performance and payment bonds filed by the contractor.

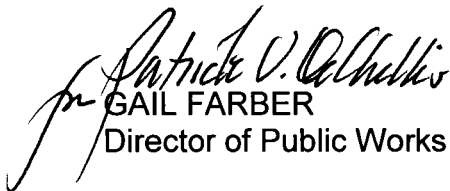
IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by providing improved facilities to replenish groundwater supplies, thereby reducing dependence on imported water and providing County residents with a more economical and dependable source of water.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Construction Division.

Respectfully submitted,


GAIL FARBER
Director of Public Works

GF:JTS:lgn

Attachment

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Office of Affirmative Action Compliance

Attachment A

COOPERATIVE AGREEMENT BETWEEN THE CENTRAL BASIN MUNICIPAL WATER DISTRICT, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE CITY OF PICO RIVERA

This cooperative agreement (AGREEMENT) by and between the Central Basin Municipal Water District (Central Basin), the Los Angeles County Flood Control District (LACFCD), and the City of Pico Rivera (Pico Rivera), (collectively referred to as the (Parties) is entered into effective this ____ day of _____, 2009, (EFFECTIVE DATE) for the purposes stated herein.

RECITALS

WHEREAS, the County of Los Angeles is home to approximately 10 million residents who depend on reliable sources of water;

WHEREAS, the southeast County of Los Angeles area imports about one-third of the water supply from sources outside of the Southern California region;

WHEREAS, the local water supply depends upon recycled water to reduce demands on groundwater and imported water;

WHEREAS, LACFCD owns and operates the San Gabriel and Rio Hondo Coastal Basin Spreading Grounds (Spreading Grounds) situated downstream of Whittier Narrows Dam on the San Gabriel and Rio Hondo Rivers, respectively, within the Central Basin service area;

WHEREAS, LACFCD plans to construct a 78-inch pipeline and pump station between the Spreading Grounds designed to distribute storm, imported, and recycled water between the Spreading Grounds for recharge into the Central Groundwater Basin, known as the PROJECT;

WHEREAS, LACFCD plans to place an additional 8-inch pipeline under Mines Avenue in Pico Rivera to utilize recycled water from the Central Basin for beneficial purposes to irrigate the landscaping in and around the Spreading Grounds known as the SUBPROJECT;

WHEREAS, the Central Basin owns and operates the Central Basin Recycled Water Program, which provides over 5,000 acre-feet per year to cities and agencies throughout the southeast County of Los Angeles;

WHEREAS, the SUBPROJECT will need to be connected to the main recycled water supply line by means of a pipeline and appurtenant laterals known as the FUTURE PROJECT;

WHEREAS, Central Basin plans to expand recycled water use in Pico Rivera via the SUBPROJECT and the FUTURE PROJECT;

WHEREAS, Pico Rivera wishes to expand recycled water to serve multiple sites on or near Mines Avenue to reduce demands on potable water supplies;

WHEREAS, the three Parties agree to equally split into three parts the final construction costs of the SUBPROJECT;

WHEREAS, Central Basin and Pico Rivera agree to equally split the construction costs of the FUTURE PROJECT with no financial contribution from LACFCD;

WHEREAS, the estimated total cost of construction of the SUBPROJECT is six hundred thousand dollars (\$600,000); and

WHEREAS, the estimated total cost of construction of the FUTURE PROJECT is three million two hundred thousand dollars (\$3,200,000).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LACFCD, Central Basin, and Pico Rivera, the parties agree as follows:

A. LACFCD AGREES:

1. To administer the construction contract and provide inspection services for construction of SUBPROJECT.
2. To keep SUBPROJECT costs separate from PROJECT costs.
3. To fund one-third of the costs of construction of the SUBPROJECT equally with the Central Basin and Pico Rivera.
4. To submit Change Order Requests and Requests for Information related to the SUBPROJECT construction to the Central Basin and Pico Rivera for approval or rejection.
5. To pay all construction costs for the SUBPROJECT during construction and invoice Central Basin and Pico Rivera for one-third each of the entire construction cost at final acceptance of the SUBPROJECT by the Los Angeles County Board of Supervisors (Board of Supervisors). LACFCD agrees to provide Central Basin with all "As-Built" documents of the SUBPROJECT after its completion, to provide a summary of all LACFCD

contract administration and inspection costs and other records as required by Federal funding agencies.

6. Subject to Section D7 below, LACFCD shall use all reasonable efforts to achieve the completion of the PROJECT and the SUBPROJECT.
7. To indemnify, defend and hold harmless the Central Basin and/or Pico Rivera, including their officers, employees, and agents from and against any and all liability and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with negligent acts or omissions of the LACFCD's officers, agents or employees undertaken pursuant to this AGREEMENT. This indemnification will not apply where the injury results from the negligent or willful misconduct of the officers, employees, and agents of the Central Basin and/or Pico Rivera. This indemnity will survive termination or expiration of the AGREEMENT.

B. CENTRAL BASIN AGREES:

1. To provide engineering support services for construction of the SUBPROJECT.
2. To approve or reject within 48 hours of receipt any request for Change Orders and Requests for Information related to construction of the SUBPROJECT.
3. To accept ownership and all operation and maintenance responsibilities of the SUBPROJECT after final acceptance by the Central Basin Board of Directors.
4. To fund one-third the cost of construction of the SUBPROJECT equally with LACFCD and Pico Rivera.
5. To pay the invoice from LACFCD for completed construction of SUBPROJECT within thirty (30) days of receiving invoice.
6. To provide recycled water to LACFCD at the discounted rate of no more than 80 percent of the potable rate to reimburse LACFCD's costs of construction, inspection, and contract administration of the SUBPROJECT as described in Section A.5 herein.
7. To pay for all construction costs for the FUTURE PROJECT during construction and invoice Pico Rivera for half of the entire construction cost at final acceptance of the FUTURE PROJECT.

8. To inform Pico Rivera of all Change Order Requests and Requests for Information.
9. To indemnify, defend and hold harmless the LACFCD and/or Pico Rivera, including their officers, employees, and agents from and against any and all liability and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with negligent acts or omissions of Central Basin's officers, agents or employees undertaken pursuant to this AGREEMENT. This indemnification will not apply where the injury results from the negligent or willful misconduct of the officers, employees, and agents of the LACFCD and/or Pico Rivera. This indemnity will survive termination or expiration of the AGREEMENT.

C. PICO RIVERA AGREES:

1. To fund one-third the cost of construction of the SUBPROJECT equally with LACFCD and Central Basin.
2. To approve or reject within 48 hours of receipt any request for Change Orders and Requests for Information related to construction of the SUBPROJECT.
3. To share equally the cost of construction of the FUTURE PROJECT with the Central Basin.
4. To purchase recycled water from the Central Basin as needed for irrigation of several sites on or near Mines Avenue.
5. To pay the invoice from LACFCD for completed construction of SUBPROJECT within thirty (30) days of receiving invoice.
6. To indemnify, defend and hold harmless the Central Basin and/or LACFCD, including their officers, employees, and agents from and against any and all liability and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with negligent acts or omissions of Pico Rivera's officers, agents or employees undertaken pursuant to this AGREEMENT. This indemnification will not apply where the injury results from the negligent or willful misconduct of the officers, employees and agents of the Central Basin and/or LACFCD. This indemnity will survive termination or expiration of the AGREEMENT.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. Notwithstanding any other provisions in this AGREEMENT, LACFCD's power, functions, and responsibilities, including those specified under the Flood Control Act and as necessary to protect the health and safety of the residents of the County of Los Angeles, as determined by LACFCD, in its sole and absolute discretion, shall be deemed paramount and superior to the construction of the SUBPROJECT.
2. The SUBPROJECT will be turned over to Central Basin after final acceptance by the Central Basin Board of Directors with no additional cost or maintenance responsibility remaining with LACFCD, except for a one 1-year warranty repair period.
3. Should Central Basin or Pico Rivera receive grant funding applicable for the SUBPROJECT, it will be allocated to the total construction costs of the SUBPROJECT and each party's share of construction costs funding shall be proportionately reduced. Any reduction in the project costs due to the receipt of grant funding shall require Central Basin and/or Pico Rivera to refund each party's proportional share of the construction costs, as reduced by said grant funding.
4. Each party's share of the SUBPROJECT cost will be determined at the time of final acceptance by the Board of Supervisors and the Central Basin Board of Directors to account for any changes that may occur during construction.
5. This AGREEMENT is effective as of the EFFECTIVE DATE and shall expire upon adoption of a superseding Agreement, upon mutual agreement of the Parties, or at such time that LACFCD has recovered, by way of the offset provided in Section B.4, its costs incurred for SUBPROJECT construction, inspection, and contract administration described in Section A.5 herein.
6. This AGREEMENT is intended as a funding mechanism to assist LACFCD in financing the SUBPROJECT. Nothing in this AGREEMENT is intended to transfer any authority or responsibility to the Central Basin or Pico Rivera for the manner of operation of LACFCD's facilities, or to impose any liability upon the other parties other than to perform as explicitly set forth in Sections A, B, and C above. This AGREEMENT does not change the respective roles of the Central Basin, LACFCD, or Pico Rivera except for those stated in this AGREEMENT.
7. The Parties' performance under this AGREEMENT is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the

Parties' control, making it inadvisable, illegal, or impossible to perform their obligations under this AGREEMENT.

8. This AGREEMENT contains the full and complete understanding of the Parties regarding the subject matter of this AGREEMENT, and shall not be construed against any Party as drafter of the AGREEMENT, which shall be deemed to have been written by all Parties.
9. This AGREEMENT shall not affect the rights or obligations of the Parties in any other agreements formally entered into by the Parties.
10. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

Pico Rivera: Al Cablay
Public Works Director
Pico Rivera City Hall
6615 Parsons Boulevard
Pico Rivera, CA 90660-1016
Telephone: (526) 801-4421
Fax: (562) 949-2525

LACFCD: Christopher Stone
Assistant Division Engineer
County of Los Angeles
Department of Public Works
Water Resources Division
900 South Fremont Avenue
Alhambra, CA 91803-1331
Telephone: (626) 458-6102
Fax: (626) 979-5436

Central Basin: David Hill
Water Resources Manager
Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040-2512
Telephone: (323) 201-5501
Fax: (323) 201-5550

11. If any term, clause, or provision of this AGREEMENT is held to be illegal, invalid, or unenforceable, the remainder of this AGREEMENT shall not be affected, but shall remain in full force and effect in accordance with the terms hereof.

12. LACFCD will have no further duties or obligations for the SUBPROJECT or FUTURE PROJECT subsequent to the final acceptance of the SUBPROJECT by the County of Los Angeles Board of Supervisors and the Central Basin Board of Directors.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the above date.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By _____
Chief Engineer

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: _____
Deputy

CENTRAL BASIN
MUNICIPAL WATER DISTRICT

By _____
Art Aguilar, General Manager

APPROVED AS TO FORM:

By: _____
Douglas Wance
District Counsel

CITY OF PICO RIVERA

By _____
Charles P. Fuentes, City Manager

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

ATTACHMENT B

AWARD OF CONTRACT
June 30, 2009

PROJECT ID NO. FCC0001075 - SAN GABRIEL RIVER COASTAL BASIN SPREADING
GROUNDS PUMP STATION AND PIPELINE (City of Pico Rivera), Supervisorial District 1

TYPE OF WORK: Construction of a rubber gasket reinforced concrete pipe, reinforced concrete box, and double reinforced concrete box; slide gates with electric motor operation; drainage structures; pressure manholes; a reinforced concrete pump station including submersible propeller pumps, control system, telemetry and appurtenances, 36-inch flap gates, a steel trash rack, and other appurtenant work.

CALL FOR BIDS DATE: January 6, 2009 (Agenda Item 28)

BID OPENING DATE: May 5, 2009

BID SUMMARY:

Low	Sully-Miller Contracting Company, a corporation 1100 East Orangethorpe Avenue, Suite 200 Anaheim, California 92801 (714) 578-9622	\$4,914,854.00
2	H & H General Contractors	\$5,368,095.00
3	Ken Thompson, Inc.	\$5,932,013.00
4	Sukut Construction, Inc.	\$6,158,985.00
5	*SRD Engineering, Inc.	\$6,180,806.00
6	Belczack & Sons, Inc.	\$6,555,485.00
7	Steve Bubalo Construction Company, Inc.	\$6,605,860.00
8	Southern California Pipeline Construction, Inc.	\$6,829,845.00
9	Spiess Construction Company, Inc.	\$6,830,134.00
10	DLSB, Inc.	\$6,861,449.00
11	+Garcia Juarez Construction, Inc.	\$7,172,000.00
12	Cedro Construction, Inc.	\$7,534,600.00
13	Andrew Papac & Sons	\$7,628,080.00

*MWBE

+LSBE

FINANCIAL INFORMATION:

Amount of estimate	\$8,224,654.00
Amount of recommended contract	\$4,914,854.00
Amount of recommended contract below estimate	\$3,309,800.00

The amount of the recommended contract is 40 percent below the estimate.

Sufficient funds for this project are included in the Los Angeles County Flood Control District Budget for Fiscal Year 2008-09.

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE DATA:

Sully-Miller Contracting Company, Inc., has no MWBE subcontractors/suppliers under this contract.

ENVIRONMENTAL IMPACT:

On January 6, 2009, Agenda Item 28, your Board approved the Negative Declaration for this project.

CONSTRUCTION SCHEDULE:

The contract specifications require the work to be completed in 200 working days. It is estimated the work will start in September 2009 and be completed in July 2010.

HHH:sc